

Contract no. 1254

AGREEMENT

between

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

BOARD OF EDUCATION

and

SECRETARIAL/CLERICAL STAFF

of the

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

for the School Years

1991-1993

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

SECRETARIAL/CLERICAL CONTRACT JULY 1, 1991 - JUNE 30, 1993

I. APPROVED HOLIDAYS

A. During the regular school year the holidays for the secretarial/clerical staff will be the same as the holidays indicated on the school calendar adopted each year by the Board of Education. In addition, secretaries/clerk typists shall have Independence Day and Labor Day as holidays. If the holiday occurs on a Saturday, secretaries/clerk typists shall have the prior Friday off. If the holiday occurs on a Sunday, secretaries/clerk typists shall have the following Monday off.

1. Any of these are to be considered regular work days if it should become necessary (due to excessive closing caused by inclement weather) to conduct classes for pupils.
2. In addition, the secretaries/clerk typists shall be excused from work on such days that weather conditions necessitate closing school for students.

II. INSURANCE PROTECTION AND PRESCRIPTION POLICY

A. The board of education will assume the cost of the coverage of the New Jersey State Health Benefits Plan for all employees and eligible dependents. Said coverage includes Blue Cross, Blue Shield, Rider J. and Major Medical.

B. The board shall provide a description of conditions and limits of coverage as listed above.

C. 1. The Board will contract with a provider for an optional prescription program with a \$1.00 deductible (co-pay) provision, the cost of which will be paid by the board as follows:

- a. Family unit - 50% of the cost per month.
- b. Single member - 50% of the cost per month.
- c. Parent and child - 50% of the cost per month.

2. It is agreed and understood that the board will not make any contribution in excess of the amounts provided herein for each participation in the plan.

D. Beginning July 1, 1991, during the life of this agreement, the board shall create an account of \$550.00, for the first year of the contract (1991/92) and \$650.00 for the second year of the contract (1992/93), which shall be for the purpose of reimbursing each full time employee covered by this agreement for any medical expense for himself/herself or his/her family which is not covered by any other insurance provided herein.

Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods. Any unused funds from a given school year may only be carried over one (1) school year.

During the 1991/92 school year, both parties will investigate available dental plan coverage. Adoption of any such plan will be through a mutual agreement. The goal of this clause will be for the implementation of a dental plan for the 1992/93 year. Cost of said plan shall not exceed the amount indicated for 1992/93.

E. The unused balances of the Prescription Payment Plan cannot be used as a reimbursement in the Medical Fringe Bank Clause. Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30th and/or May 30th. Payment dates shall be on or before December 30th and on or before June 30th.

III. VACATION LEAVE POLICY

A. After employment of one full year, secretaries/clerks shall be entitled to vacation leave totaling two (2) calendar weeks; after five years of employment, vacation leave will increase to three (3) calendar weeks; after twenty years, vacation leave will increase to four (4) calendar weeks.

B. All twelve month employees shall be entitled to vacation pay even though their services terminated prior to the close of the fiscal period. Should this be the case, vacation pay will be calculated on a per month basis (1/12 per month). This policy is based on the premises that the employee has earned this benefit by employment during the preceding months of the fiscal year.

C. Vacation privileges are not affected by extended absence that is covered by approved accumulated sick leave.

D. When absence from the job is prolonged (over and beyond the approved accumulated sick leave) then vacation leave shall be based on the ratio of total time on the job during the fiscal year.

E. Vacations are to be arranged so complete office continuity is maintained. The building principal/supervisor will first approve the dates before they become effective. The superintendent will have final approval. Seniority shall have preference. June 1 each year will be the deadline for receiving vacation requests; subject to change with building principal and superintendent's approval.

F. Effective with the 1986-87 contract year and continuing, secretaries/clerks will be able to carry over half of current year earned vacation time. The only exception to the foregoing would be with the approval of the superintendent. At least one week vacation will be used during the summer months. No more than two weeks vacation may be taken at any one time except with the prior approval of the building principal and superintendent. NOTE: Further clarification of Section F is incorporated as Addendum A of the new contract. (see attached).

IV. GENERAL

A. OFFICE HOURS

1. School calendar-secretaries/clerks workday shall be eight hours per day, including a forty-five minute lunch, to commence not earlier 7:00 a.m. and terminate not later than 4:30 p.m.
2. Partial summer hours 8:00 a.m. - 3 p.m. to begin the day following students last day of school and continue until June 30th.
3. Summer hours 8:00 a.m. - 2:00 p.m.

B. BREAK PERIODS

1. A fifteen (15) minute break period will be provided to personnel for personal needs during both morning and afternoon.

C. TENURE

1. Tenure shall be acquired by all secretaries/clerks after satisfactory employment following a period of three (3) consecutive calendar years in accordance with state statutes.

D. OVERTIME

1. Overtime shall be compensated at the rate of 1 1/2 per hourly rate. The overtime rate is only involved when the actual hours worked in a week exceeds 40 hours. All other extra time prior to 40 hours shall be at a regular salary.

V. LEAVES OF ABSENCE

A. SICK LEAVE

1. As of July 1, 1986, all secretaries/clerks shall be entitled to one sick leave day per full month of employment accumulative with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification will be submitted.
2. Secretaries/clerks who retire from the district and qualify for pension in accordance with the provisions of the Public Employees Retirement System shall be reimbursed for unused sick leave at the rate of 25% of her per diem (calculated at 1/240th of annual salary at the time of retirement) rate provided at least ten (10) years of employment has been completed in Lower Cape May Regional School District.

B. OTHER LEAVES

1. PERSONAL LEAVE

First year of service - one personal day, second year of service - two personal days, three or more years of service - three personal days. The number of personal days becomes effective July 1, 1986 for all newly employed staff. Personal leave days are to be utilized only for personal business, or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted

to sick days and added to the allotment in "A" above. Application to the secretary's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.
3. Any use of a personal day around a week-end must be submitted at least one week in advance.
4. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.
5. If a sick day precedes or follows a personal day a physician's note will be required by the superintendent or his/her designee.
6. Time necessary for appearance in any legal proceedings connected with the secretary's employment or with the school system will not result in the loss of pay or personal leave days.
7. In cases where the secretary is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.
8. No more than one secretary per each office area may receive the same day off for personal leave. In the event that someone requests an emergency personal day that exceeds the limitation previously stated then the specific reason for such leave must be given in writing. The superintendent has the discretion in those cases to approve or disapprove the leave requests. The superintendent's decision will be binding and not grievable under Article XII of the board/association agreement.
9. Critical illness, defined as hospitalization with critical or serious condition or life threatening situation, as certified by a physician, or death in the immediate family, such as spouse, children, mother, father, sister, brother, grandfather, grandmother, grandson, granddaughter, and in-laws shall constitute an excused absence up to five days per occurrence. A doctor's note must accompany all requests for the day(s) used. Such absence shall not result in the loss of personal days. Secretaries may request one (1) day of leave for the death of a close friend, which is subject to denial by the superintendent in accordance with the need of the school system. The superintendent's decision related to the additional day, is non grievable. This day can only be used if no personal days remain.

10. In the event of a death of a secretary's spouse or child (natural or adopted), the secretary may request and be granted up to 10 days leave of absence. Such leave shall not result in the loss of personal days.
11. \$300.00 will be provided each secretary if no sick or personal days are used between July 1 and June 30, of each contract year.

VI. MATERNITY LEAVE

- A. Secretaries/clerks may apply for and be granted sick leave due to pregnancy, for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance. The Board retains the right to have its own physician verify the medical certification. The number of sick leave days shall not exceed the number the individual has accumulated.

VII. CHILD REARING LEAVE

- A. Secretaries/clerks may apply for and be granted child rearing leave for the balance of the school year during which the child bearing leave, as specified, occurs. Secretaries/clerks absent less than ninety (90) school days shall receive an increment, the following year upon return and all benefits shall be restored.

VIII. TRAVEL REIMBURSEMENT

- A. In the event secretaries/clerks should have to use her automobile for school related travel such as banking, pick up and/or delivery of school materials, conferences (employment related), she shall be compensated the IRS standard mileage by the IRS, as of July 1st of the contract year.

IX. NEW AND PRESENT EMPLOYEES

- A. Recommendation for salary step placement for the new personnel will be at the discretion of the Superintendent.
- B. It is hereby agreed that any clerk typists or secretary that is working directly for an administrator/supervisor shall be on the secretary salary guide.
- C. Any position that is created or becomes available, it is hereby agreed that it be posted upon its availability.

X. EMPLOYEE IMPROVEMENT

- A. The Board agreed to pay up to one hundred and twenty five dollars (\$125.00) per year toward tuition incurred in connection with job-related instruction or courses, which are part of a secretarial certification program, with prior approval of the Superintendent of Schools.
- B. Verification of tuition shall be submitted with the voucher for payment upon successful completion of the course.

XI. EVALUATION

- A. Each member of this unit will have an overall written evaluation of his/her job performance once each school year.

The evaluation will be done by the member's immediate supervisor and be reviewed by the building principal and/or the district superintendent. The written evaluation will be reviewed at a conference with the evaluator. The unit member will sign the evaluation which signifies the receipt of the evaluation. A copy of the evaluation will be placed in the unit member's personnel file.

B. A unit member shall have the right, upon request, to review his/her personnel file at least once a year. The member shall have the right to indicate those materials which the member believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The superintendent or his designee shall make the final decision. No material derogatory to unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has an opportunity to review the material. The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his designee and attached to the file copy. The superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the unit member a duplicate of said answer, which duplicated copy shall be supplied by the unit member. The board will not establish any personnel file which is not available for the unit member's inspection. During the evaluation, the evaluator shall take into consideration the work load of the secretary/clerk typist.

XII. GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the board that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, the board recognizes that the procedure must be available without any fear of discrimination because of its use.

B. DEFINITIONS

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to all matters concerning the terms and conditions of a unit member's employment.

2. An "aggrieved party" can be a unit member of the board.

C. SUBMISSION OF GRIEVANCES

1. Each grievance shall be submitted by the aggrieved party in writing within twenty-one (21) calendar days after the occurrence of the grievance.

D. GRIEVANCE PROCEDURES

1. The aggrieved party shall first submit the grievance in writing to the principal.
 - a. The principal shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to the superintendent.
2. The aggrieved party shall submit the grievance in writing to the superintendent. The superintendent shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to the superintendent if no decision is rendered, move the grievance in writing to the board of education.
3. The aggrieved party shall submit the grievance in writing to the board of education via the board of education secretary. The board of education shall have thirty-five (35) calendar days in which to render a decision.

XIII. DURATION

This agreement shall be in full force and effect as of July 1, 1991 and shall remain in effect to end including June 30, 1993. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 17th day of October, 1991.

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

By: Richard J. Haag President

Joel J. Peimayr Secretary

SECRETARY/CLERK REPRESENTATIVES

By: Carolyn Johnson

Jan M. Brown

Sandra E. Kelly

SECRETARY/CLERICAL SALARY GUIDE - 1992/1993

CLERK/TYPIST			SECRETARY		ADMIN.SECRET	
ST	91/92	92/93	91/92	92/93	91/92	92/93
1	14,068	14,560	15,065	15,592	15,509	16,052
2	14,715	15,230	15,758	16,309	16,222	16,790
3	15,362	15,900	16,451	17,026	16,936	17,529
4	16,009	16,569	17,144	17,744	17,649	18,267
5	16,657	17,239	17,837	18,461	18,363	19,006
6	17,304	17,909	18,530	19,178	19,076	19,744
7	17,951	18,579	19,223	19,895	19,789	20,482
8	18,598	19,248	19,916	20,613	20,503	21,221
9	19,245	19,918	20,609	21,330	21,216	21,959
10	19,892	20,588	21,302	22,047	21,930	22,698
11	20,539	21,258	21,995	22,764	22,643	23,436
12	21,186	21,927	22,688	23,482	23,357	24,174
13	21,834	22,597	23,381	24,199	24,070	24,913
14	22,481	23,267	24,074	24,916	24,783	25,651
15	23,128	23,937	24,767	25,633	25,497	26,389
16	23,775	24,606	25,460	26,350	26,210	27,128
LONGEVITY:						
17	24,075	24,906	25,760	26,650	26,510	27,428
18	24,375	25,206	26,060	26,950	26,810	27,728
19	24,675	25,506	26,360	27,250	27,110	28,028
20	24,975	25,806	26,660	27,550	27,410	28,328
21	25,275	26,106	26,960	27,850	27,710	28,628
22	25,575	26,406	27,260	28,150	28,010	28,928
23	25,875	26,706	27,560	28,450	28,310	29,228
24	26,175	27,006	27,860	28,750	28,610	29,528
25	26,475	27,306	28,160	29,050	28,910	29,828
26	26,775	27,606	28,460	29,350	29,210	30,128
27	27,075	27,906	28,760	29,650	29,510	30,428
28	27,375	28,206	29,060	29,950	29,810	30,728
29	27,675	28,506	29,360	30,250	30,110	31,028
30	27,975	28,806	29,660	30,550	30,410	31,328

STEPS = 4.6% LONGEVITY = 300

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

SECRETARIAL/CLERICAL CONTRACT 1989-1991

VACATION LEAVE POLICY - Clarification of item "F".

An employee with ten (10) days earned vacation time per year

- at least five (5) days must be used during the summer months
- up to five (5) days (1/2 of current year earned vacation time) may be carried to the following year - to use or loose

An employee with fifteen (15) days earned vacation time per year

- at least five (5) days must be used during the summer months
- up to seven and one-half (7 1/2) days (1/2 of current year earned vacation time) may be carried to the following year - to use or loose

An employee with twenty (20) days earned vacation time per year

- at least five (5) days must be used during the summer months
- up to ten (10) days (1/2 of the current year earned vacation time) may be carried to the following year - to use or loose

Further Clarification

In no case shall the vacation time carried over to the next year exceed one half (1/2) of that earned in the current year. e.g. Only one-half (1/2) of vacation time earned in the 1986-87 school year may be carried over to the 1987-88 school year.

In no case may carry-over time be attached to the following years earned vacation time for halving. Carry-over time must be used or it will be lost if not used in the carry-over year. Carry-over vacation time must be used before current year vacation.